

June 11, 2002 Dade Heritage Trust Executive Committee Meeting  
10 a.m., Dade Heritage Trust Headquarters

Financial Issues:

- Bank statement/Financial report
- Need help with ad sales for Preservation Today magazine!
- Start budget preparation for new fiscal year
- Plan banking procedures for Revolving Fund
- Select auditor

Legal Issues:

- Proposed Contract with County for Revolving Fund money
- Proposed Conservation Easement donation from David Swetland re Munroe cottage in Camp Biscayne
- Insurance claim for DHT repairs—third construction bid now received—lawsuit?
- Letter to Jorge Perez of Related Companies re project next door and suggested donation
- Proposed donation of Old Miami High Bungalow to DHT by Allen Morris Company
- Grant prepared and submitted by DHT to State for \$300,000 for relocation and restoration of Old Miami High bungalow, with 10 percent administrative cost for DHT)

Events:

- Fundraiser with Aviation theme—meeting on Thursday, June 13, at 1 p.m. to brainstorm (contacts? chairman?)

Prioritize projects, secure chairmen (Financial/Legal, Membership Services, Events?)

To: All DHT Board Members

From: Bill Murphy

**PLEASE MARK YOUR CALENDERS**

**Dade Heritage Trust Board meetings for the year...**

	Exec Committee	Board
2002		
June	11	19
July	9	17
August	13	none
September	10	18
October	8	16
November	12	20
December	10	none
2003		
January	7	15
February	11	19
March	11	19
April	8	16
May	13	21

Executive Committee at DHT\* headquarters at 10 am (Coffee & Danish)  
one hour time limit.

Board Meeting locations to vary.  
Social time 5:30 (Wine & Cheese)  
Meeting 6:00  
out no later than 7:30

\*Dade Heritage Trust



DADE  
HERITAGE  
TRUST

June 7, 2002

Mr. and Mrs. Don MacCullough  
730 NE 155 Terrace  
North Miami Beach, FL 33179

Re: **MEMBERSHIP RENEWAL NOTICE**

Dear Don and Janet,

The Board of Trustees of Dade Heritage Trust wants to take this opportunity to thank you for your past support and to remind you that it is **time to renew your membership in DHT.**

Dade Heritage Trust is working to :

- Restore the first Miami High School, built in 1905
- Establish a Revolving Fund to save endangered historic properties
- Advocate for sound governmental decisions affecting quality of life
- Educate with publications, presentations, and Dade Heritage Days.

However, financial support is always the black cloud hovering over our heads. As a 501(c)3 nonprofit *with no endowment and no ongoing source of revenue*, we depend on grants and membership contributions to keep us alive financially as an organization.

Although the **challenges for historic preservation are ever greater**, the Board has worked hard not to increase membership dues, and we are *not* doing so now.

However, *if you are able*, without hardship, *to increase your giving level* to Dade Heritage Trust, **your additional support will ensure that the Trust has the resources to meet those challenges.** *Your generosity means the world to us.*

We look forward to your joining us once again as we embark on our 30<sup>th</sup> year of preserving Miami's architectural, cultural and environmental heritage. **Just return the enclosed envelope with your contribution.**

Thank you for your past, present, and future support!

Sincerely,

Becky Roper Matkov  
Executive Director

	Actual Month May/02	Actual 11 Months YTD	Annual Budget 07/01-06/02	Actual Last Year
3000 Grants	2,500.00	87,669.00	75,000.00	368,637.00
3100 Membership Dues	735.00	13,700.00	33,000.00	14,490.93
3200 Donations	50.00	7,306.00	40,500.00	18,008.26
3300 Administration Fees			2,000.00	250.00
3350 Advertising Income		5,625.00	10,000.00	8,682.70
3400 "MHN" Publication Sales	618.25	43,272.29	20,000.00	6,281.40
3450 Merchandise Sales			2,000.00	1,796.00
3500 Meeting/Event Income	590.00	3,750.00	30,000.00	22,402.81
3510 Tour Income		910.00	10,000.00	2,440.00
3550 Sponsorships	2,000.00	8,000.00	25,000.00	5,250.00
3600 Other Income	245.99	602.19	4,000.00	235.90
3601 Author's Fees		2,000.00		
3900 Interest Income(Bank)	41.28	647.32	1,500.00	4,000.00
3901 Investment/ Dividend Income				1,563.56
3999 Reimbursement Expenses	188.01	216.55		3,823.71
4000 Brickell Park Legal Defense Fund				15,000.00
4001 Credit card sales/Villagers				6,299.00
4002 Endowment Fund		800.00		
4004 Save Old Miami High	31,270.00	43,985.00		
4005 Hampton House	200.00	210.00		
<u>Total Income</u>	<u>38,438.53</u>	<u>218,693.35</u>	<u>253,000.00</u>	<u>479,161.27</u>



	Actual Month May/04 5,202.11	Actual 11 Months YTD 77,087.10	Annual Budget 7/01-6/02 103,000.00	Actual Last Year
5115 MEETINGS/EVENT/ CATERING	254.42	3,399.59	3,000.00	2,404.04
5120-MERCHANDISE PURCHASE	900.00	932.17	1,000.00	867.12
5200-DESIGN & LAYOUT		8,006.00	2,500.00	2,388.00
5300-REPAIR & MAINTENANCE		732.19	3,000.00	1,083.93
5400-LICENSES & PERMITS	57.80	1,123.35	1,500.00	1,115.65
5450-WASTE REMOVAL		1,594.08	900.00	351.47
5500-CONTRACT SERVICES		5,189.88	2,500.00	1,090.00
5600-UTILITIES	106.32	1,839.73	3,500.00	3,191.32
5700-INSURANCE		7,532.18	10,000.00	7,459.87
5710-ACCOUNTANT FEES		3,500.00	4,000.00	3,500.00
5750-PROFESSIONAL/LEGAL FEES		5,379.50	3,500.00	4,689.25
5800-ADVERTISING & PROMOTION	1,629.50	9,207.10	18,000.00	13,960.51
5810-PRINTING	172.84	19,842.75	23,000.00	21,615.89
5820-AWARDS/PRIZE & GIFTS	351.50	1,776.50	2,000.00	1,576.67
5830-SPECIAL & FUNDRAISING EVENTS- EXPENSES/SPKRS		1,282.31	8,000.00	7,584.62
5840-SEMINARS/CONFERENCES/MTGS.		792.49	3,000.00	755.00
5850-PHOTOGRAPHY/SIGNS & BANNERS		4,525.44	4,600.00	4,503.84
5990-MISC.LICENSING & TAX			100.00	41.40
5999-MISC. EXPENSES			500.00	0.00
				Page #1

6010-TRAVEL EXPENSE	<u>110.00</u>	<u>9,684.71</u>	<u>20,000.00</u>	<u>11,234.68</u>
6015-MEDICAL INSURANCE	<u>350.00</u>	<u>3,550.00</u>	<u>6,000.00</u>	<u>3,050.00</u>
6200-VEHICLE EXPENSE		<u>138.05</u>	<u>650.00</u>	<u>19.60</u>
6300-PAYROLL PROCESSING SERVICE	<u>92.40</u>	<u>1,127.70</u>	<u>1,200.00</u>	<u>1,064.05</u>
6310-OFFICE SUPPLIES	<u>499.00</u>	<u>4,703.00</u>	<u>2,300.00</u>	<u>2,084.61</u>
6320-TELEPHONE	<u>1,221.86</u>	<u>4,789.25</u>	<u>3,700.00</u>	<u>3,640.16</u>
6330-DUES & SUBSCRIPTIONS	<u>115.00</u>	<u>2,428.98</u>	<u>2,200.00</u>	<u>2,182.40</u>
6340-MTG/EVENTS EQUIPMENT RENTAL		<u>810.14</u>	<u>3,100.00</u>	<u>3,021.28</u>
6500-BANK CHARGES	<u>40.96</u>	<u>251.20</u>	<u>200.00</u>	<u>155.00</u>
6510-BOOKS, MAGAZINES & PUBLICATIONS		<u>285.10</u>	<u>500.00</u>	<u>233.01</u>
6520-CREDIT CARD SALES	<u>44.05</u>	<u>247.76</u>	<u>1,250.00</u>	<u>254.70</u>
6521-CREDIT CARD DISCOUNT FEE-MEMBERSHIP		<u>164.22</u>	<u>250.00</u>	<u>136.72</u>
6600-RENT				<u>4.28</u>
6610-EQUIPMENT-LEASE & MAINTENANC	<u>615.16</u>	<u>4,827.35</u>	<u>4,400.00</u>	<u>4,410.84</u>
6710-VEHICLE INSURANCE	<u>50.00</u>	<u>728.00</u>	<u>200.00</u>	<u>578.00</u>
6810-POSTAGE	<u>684.62</u>	<u>6,484.59</u>	<u>3,500.00</u>	<u>3,572.41</u>
6830-TRAVEL(TRANSPORTATION & LODGING)		<u>1,192.42</u>	<u>2,500.00</u>	<u>2,120.08</u>
6840-ALARM MONITORING	<u>78.00</u>	<u>337.00</u>	<u>450.00</u>	<u>328.00</u>
6930-EQUIPMENT PURCHASES			<u>3,000.00</u>	<u>315.93</u>
6931-DOWNTOWN MIAMI MAIN STREET PROGRAM		<u>5,000.00</u>		<u>16,000.00</u>

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6933- Reimbursement

100.001,305.41237,500.00

6935-City Cemetery

250.00475.00960.00

6936-Credit Card sales/Villagers

6,042.98**TOTAL EXPENSES**12,675.62202,647.24253,000.00440,666.93**Excess Revenue over Expenses**25,762.9116,046.110

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# Northern Trust

595 BILTMORE WAY  
CORAL GABLES, FLORIDA 33134

## Statement of Account

PAGE 1 OF 5

STATEMENT CLOSING DATE  
MAY 31, 2002

PLEASE REFER INQUIRIES TO:  
CHRISTINA LUNSFORD  
1-305-529-7700

37 ITEMS ENCLOSED

DADE HERITAGE +++A++ TRUST  
190 SE 12 TER  
MIAMI FL 33131-3204

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### COMBINED STATEMENT

#### SUMMARY OF ACCOUNTS

<u>TYPE OF ACCOUNT</u>	<u>ACCOUNT #</u>	<u>ENDING BALANCE</u>
BUSINESS ANCHOR CHECKING	1240001367	20,000.00
ANCHOR INVESTMENT**	902553676	50,090.06
	COMBINED BALANCE	70,090.06

#### ANCHOR INVESTMENT 902553676

#### MUTUAL FUND PORTFOLIO POSITION

NORTHERN FUND:  
NUMBER OF SHARES  
SHARE PRICE  
MARKET VALUE  
ANNUAL YIELD TO MKT  
DIVIDEND INCOME

NORTHERN MONEY MARKET FUND  
50,090.060  
1.000  
50,090.06  
1.50  
41.28

\*\* An investment in Northern Funds is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other governmental agency. Although the money market funds seek to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in the Funds.

Shares of Northern Funds are distributed by Northern Funds Distributors, LLC, an independent third party.

NOT FDIC-INSURED

May lose value

No bank guarantee



# Northern Trust

595 BILTMORE WAY  
CORAL GABLES, FLORIDA 33134

## Statement of Account

PAGE 1 OF 1

STATEMENT CLOSING DATE  
MAY 31, 2002

PLEASE REFER INQUIRIES TO:  
MYRTHA RODRIGUEZ  
1-305-529-7727

0 ITEMS ENCLOSED

DADE HERITAGE TRUST, INC  
190 SE 12 TER  
MIAMI FL 33131-3204

INTEREST CHECKING NUMBER 1216008123

BEGINNING BALANCE APRIL 30, 2002	11,212.37
CHECKS AND DEBITS	0.00
DEPOSITS AND CREDITS	0.00
INTEREST PAID	2.38
ENDING BALANCE ON MAY 31, 2002	11,214.75
INTEREST PAID YEAR TO DATE	12.02

### CREDITS

DATE	DESCRIPTION	AMOUNT
05-31	INTEREST	2.38

### DAILY BALANCES

DATE	BALANCE	DATE	BALANCE
04-30	11,212.37	05-31	11,214.75

### INTEREST DISCLOSURE

ANNUAL PERCENTAGE YIELD EARNED	0.25%
INTEREST-BEARING DAYS	31
INTEREST EARNED	\$2.38

	Actual Month April/02	Actual 10 Months YTD	Annual Budget 07/01-06/02	Actual Last Year
4000 Grants				
3100 Membership Dues	1,405.00	85,169.00	75,000.00	368,637.00
3200 Donations	110.00	12,965.40	33,000.00	14,490.93
3300 Administration Fees		7,256.00	40,500.00	18,008.26
3350 Advertising Income			2,000.00	250.00
3400 "MHN" Publication Sales	1,682.44	5,625.00	10,000.00	8,682.70
3450 Merchandise Sales		42,653.64	20,000.00	6,281.40
3500 Meeting/Event Income	321.00		2,000.00	1,796.00
3510 Tour Income		3,160.00	30,000.00	22,402.81
3550 Sponsorships	2,500.00	910.00	10,000.00	2,440.00
3600 Other Income	46.80	6,000.00	25,000.00	5,250.00
3601 Author's Fees		356.20	4,000.00	235.90
3900 Interest Income(Bank)	52.65	2,000.00	1,500.00	4,000.00
3901 Investment/ Dividend Income		606.04		1,563.56
3999 Reimbursement Expenses		28.54		3,823.71
4000 Brickell Park Legal Defense Fund				15,000.00
4001 Credit card sales/Villagers				6,299.00
4002 Endowment Fund		800.00		
4004 Save Old Miami High	315.00	12,715.00		
4005 Hampton House		10.00		
Total Income	6,432.89	180,254.82	253,000.00	479,161.27



	Actual Month April/02	Actual 10 Months YTD	Annual Budget 7/01-6/02	Actual Last Year
5000 SALARY EXPENSES	0.434.70	72,484.99	103,000.00	63,104.62
5110-MEETING/EVENT/ CATERING	231.55	3,145.17	3,000.00	2,404.04
5120-MERCHANDISE PURCHASE		32.17	1,000.00	867.12
5200-DESIGN & LAYOUT		8,006.00	2,500.00	2,388.00
5300-REPAIR & MAINTENANCE	75.00	732.19	3,000.00	1,083.93
5400-LICENSES & PERMITS	28.90	1,065.55	1,500.00	1,115.65
5450-WASTE REMOVAL	400.34	1,594.08	900.00	351.47
5500-CONTRACT SERVICES	265.00	5,189.88	2,500.00	1,090.00
5600-UTILITIES	62.37	1,733.41	3,500.00	3,191.32
5700-INSURANCE		7,532.18	10,000.00	7,459.87
5710-ACCOUNTANT FEES		3,500.00	4,000.00	3,500.00
5750-PROFESSIONAL/LEGAL FEES	250.00	5,379.50	3,500.00	4,689.25
5800-ADVERTISING & PROMOTION	1,026.20	7,577.60	18,000.00	13,960.51
5810-PRINTING	60.00	19,669.91	23,000.00	21,615.89
5820-AWARDS/PRIZE & GIFTS	1,000.00	1,425.00	2,000.00	1,576.67
5830-SPECIAL & FUNDRAISING EVENTS- EXPENSES/SPKRS	870.83	1,282.31	8,000.00	7,584.62
5840-SEMINARS/CONFERENCES/MTGS.	52.49	792.49	3,000.00	755.00
5850-PHOTOGRAPHY/SIGNS & BANNERS	1,718.07	4,525.44	4,600.00	4,503.84
5990-MISC.LICENSING & TAX			100.00	41.40
5999-MISC. EXPENSES			500.00	0.00

6200-VEHICLE EXPENSE	120.71	9,574.63	20,000.00	11,234.68
6300-PAYROLL PROCESSING SERVICE	350.00	3,200.00	6,000.00	3,050.00
6310-OFFICE SUPPLIES	40.05	138.05	650.00	19.60
6320-TELEPHONE	86.20	1,035.30	1,200.00	1,064.05
6330-DUES & SUBSCRIPTIONS	499.00	4,204.00	2,300.00	2,084.61
6340-MTG/EVENTS EQUIPMENT RENTAL	790.86	3,567.39	3,700.00	3,640.16
6500-BANK CHARGES	135.00	2,313.98	2,200.00	2,182.40
6510-BOOKS, MAGAZINES & PUBLICATIONS	175.00	810.14	3,100.00	3,021.28
6520-CREDIT CARD SALES	74.00	210.24	200.00	155.00
6521-CREDIT CARD DISCOUNT FEE-MEMBERSHIP		285.10	500.00	233.01
6600-RENT		203.71	1,250.00	254.70
6610-EQUIPMENT-LEASE & MAINTENANC		164.22	250.00	136.72
6710-VEHICLE INSURANCE				4.28
6810-POSTAGE				4,410.84
6830-TRAVEL(TRANSPORTATION & LODG				578.00
6840-ALARM MONITORING				3,572.41
6930-EQUIPMENT PURCHASES				2,120.08
6931-DOWNTOWN MIAMI MAIN STREET PROGRAM				328.00
				315.93
				16,000.00

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6033 Reimbursement	338.78	1,205.41	237,500.00
6035 City Cemetery		250.00	475.00
6936 Credit Card sales/Villagers			960.00
			6,042.98
TOTAL EXPENSES	16,502.70	189,941.62	440,666.93
Excess Revenue over Expenses	(-10069.81)	(-9686.80)	253,000.00
			0



# FACSIMILE COVER SHEET

Date: 6-10-02	<input type="checkbox"/> Emergency <input type="checkbox"/> ASAP <input type="checkbox"/> Standard
Sent To: Becky Matkov	Sent From: Tim Matkov
Firm: OHT	Time Sent: <input type="checkbox"/> AM <input type="checkbox"/> PM
Fax No.:	Fax Operator:
Telephone No.:	E-Mail:

Total Pages Including Cover Sheet: 3

**In the event that you have not received this facsimile in its entirety,  
please contact Dunwoody White & Landon, P.A. at our:  
Coral Gables office (305)529-1500**

**Comments:**

*The information contained in this facsimile is personal and confidential and is intended only for the person or persons named above. If you are an existing or prospective client of the firm, this message and its contents are an attorney client communication that is protected by the attorney client privilege. If the reader of this message is not the recipient named above or an authorized agent of such recipient responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error, and that any review, dissemination, distribution, or copying of this message are strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us by mail. Thank you.*

**MIAMI**

**550 Biltmore Way • Suite 810  
Coral Gables, Florida 33134  
Telephone 305/529-1500  
Fax 305/529-8855**

## NAPLES

**4001 Tamiami Trail North • Suite 200  
Naples, Florida 34103  
Telephone 941/263-5885  
Fax 941/262-1442**

## PALM BEACH

239 South County Road • Suite 300  
Palm Beach, Florida 33480  
Telephone 561/655-2120  
Fax 561/655-2168

**AGREEMENT FOR DADE HERITAGE TRUST  
HISTORIC PRESERVATION REVOLVING FUND**

THIS AGREEMENT dated \_\_\_\_\_, 2002, is entered into by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida ("County"), and **DADE HERITAGE TRUST, INC.**, a Florida not-for-profit corporation ("DHT"), pursuant to and in order to implement Resolution No. \_\_\_\_\_ (the "Resolution") adopted by the Board of Commissioners of the County September 21, 2001.

NOW, THEREFOR, in consideration of the agreements herein contained the parties hereby agree as follows:

1. Upon execution of this Agreement by both parties County shall promptly pay to DHT the entire \$700,000.00 (the "Funds") awarded DHT by the County pursuant to the Resolution. Such payment shall be made by one or more checks payable to DHT and delivered to DHT at DHT's address specified below unless the parties agree to have the Funds wired to one or more bank accounts established by DHT for such purpose.

2. DHT shall receive, hold, administer and disburse the Funds and any interest earned thereon and other moneys received in connection therewith in accordance with the "**DADE HERITAGE TRUST HISTORIC PRESERVATION REVOLVING FUND GUIDELINES**" (the "Guidelines") which are attached hereto as a part hereof. Upon execution of this Agreement by both parties DHT shall promptly establish the Dade Heritage Trust Revolving Fund Standing Committee as contemplated by the Guidelines; however, it is understood by the parties that DHT shall be solely responsible for compliance with DHT's obligations under this Agreement, and that all actions of such Standing Committee shall be subject to approval by DHT.

3. DHT shall keep and maintain at all times complete and accurate books of accounts and records of DHT's administration and use of the Funds and any interest earned thereon and other moneys received in connection therewith, which books and records shall be maintained at DHT's administrative office which is currently located at 190 Southeast 12th Terrace, Miami, Florida 33131. In addition to the annual audit provided for under the Guidelines, County shall have the right upon 10 days prior written notice to DHT to inspect such books and records at DHT's administrative office.

IN WITNESS WHEREOF, County and DHT have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

**DADE HERITAGE TRUST, INC.**

By: \_\_\_\_\_, its authorized  
official



**MIAMI-DADE COUNTY, BY ITS BOARD  
OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
County Manager

(OFFICIAL SEAL)

Attest: Harvey Ruvin, Clerk

By: \_\_\_\_\_  
Deputy Clerk

m:\real estate\dht-lt\agm-revolving fund.doc



## MEMORANDUM

**TO:** Tom Matkov

**FROM:** Becky Roper Matkov  
Executive Director

**DATE:** June \_\_\_\_, 2002

**RE:** **Conservation Easement re: David Swetland property in Camp Biscayne**

---

Dade Heritage Trust, a nonprofit, 501(c)3 historic preservation organization, **would like** to accept a Conservation Easement in perpetuity from David Swetland on the **Munroe Cottage** property **described as Lot 23 and Southerly Parcel of Lot 24**, Camp Biscayne.

This will involve:

- Completing a full **inspection and** architectural description of the current property
- Photographing the property in detail
- Inspecting the exterior of the property annually
- **Obtaining formal approval of the completed easement document by DHT's board**
- Monitoring the property as to any additions or changes other than that stipulated by David Swetland as attached
- Reviewing any proposed construction plans
- Enforcing the conservation easement through legal action if necessary, **including restoration upon partial destruction as required by the easement per the attached**

Along with the donation of the Conservation Easement, David Swetland **would** donate \$20,000 to Dade Heritage Trust for its work in preserving the architectural, cultural and environmental heritage of Miami. **David Swetland at his expense would also record the easement and provide DHT with a survey of the property certified to DHT and a title insurance policy insuring DHT's easement (amount to be agreed upon).**

JUN 07 2002 10:38AM HP LASERJET 3200  
~ From: Melvin S. Newman ~

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Worldnet | message center

*to David E. Welland  
Thomas Mathew*

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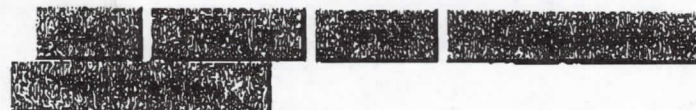
Logged In as: lafont

Message: 3 of 69

Mailbox: lafont on AT&amp;T WorldNet

Folder: INBOX

Read Message

From: "Newman, Melvin S." <mel.newman@sfnr.com> [ [Save address](#) ]

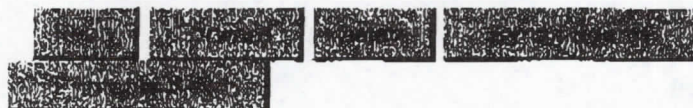
To: "Louis LaFontisee Jr. (E-mail)" &lt;lafont@att.net&gt;

Subject: Munroe House

Date: Fri, 7 Jun 2002 08:58:31 -0500

I have reviewed the language proposed, presumably by Dade Heritage, concerning reconstruction in the event of casualty. I think it's a sensible approach. However, I have been led to believe that the cost to reconstruct a structure like Munroe House is likely to be considerably higher on a square foot basis than any typical structure. I would suggest, therefore, that no reconstruction be required if the cost is estimated to exceed x percent of the purchase price.

As far as arbitration is concerned, AAA is fine. I'd prefer a 3 person panel.

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<https://netmail.att.net/wmc/v/wm?cmd=Show&no=67&cuid=2753&sid=c0>

6/7/02

# DUNWODY WHITE & LANDON, P.A.

## FACSIMILE COVER SHEET

Date: June 7, 2002	<input type="checkbox"/> Emergency <input type="checkbox"/> ASAP <input type="checkbox"/> Standard
Sent To: Becky Matkov	Sent From: Thomas J. Matkov, Esq.
Firm: Dade Heritage Trust	Time Sent: <input type="checkbox"/> AM <input type="checkbox"/> PM
Fax No.: (305) 358-1162	Fax Operator: Victoria L. Casabo
Telephone No.: (305) 358-9572	

Total Pages Including Cover Sheet: 2

In the event that you have not received this facsimile in its entirety,  
please contact Dunwody White & Landon, P.A. at our:  
Coral Gables office (305)529-1500

**Comments:**

Re: Swetland sale to Frigo  
"Munroe Cottage" Biscayne Camp, Biscayne Camp Conservation Easement

FYI.

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**MIAMI**

550 Biltmore Way • Suite 810  
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Telephone 941/263-5885  
Fax 941/262-1442

**PALM BEACH**

239 South County Road • Suite 300  
Palm Beach, Florida 33480  
Telephone 561/655-2120  
Fax 561/655-2168



**LOUIS L. LaFONTISEE, JR.**  
ATTORNEY AT LAW  
3121 COMMODORE PLAZA  
COCONUT GROVE  
MIAMI, FL 33133  
TELEPHONE 444-3121

**FAX No. 445-9521**

**COVER SHEET**

To: David Swetland  
VIA FAX (207) 586-5311

To: Thomas J. Matkov, Esq.  
VIA FAX (305) 529-8855

To: Melvin E. Newman, Esq.  
VIA FAX (312) 648-1212

From: LOUIS L. LaFONTISEE, JR.

RE: The Munroe Cottage/Dade Heritage Trust

Date: June 6, 2002

**TOTAL PAGES INCLUDING COVER SHEET:**

**Gentlemen:**

Enclosed is the first draft of the provision relating to damage and rebuilding of the Munroe Cottage, which is to be incorporated in the proposed Conservation Easement.

I welcome your comments and suggestions.

A handwritten signature in black ink, appearing to read "Louis L. LaFontisee, Jr.", with a stylized flourish at the end.

**DRAFT**

In the event of damage to the building on the preserved site by fire windstorm or other natural cause to the extent of more than 50% of its then current replacement cost, the property Owner shall have the election to have this Conservation Easement cancelled and rendered of no further force or effect and may rebuild on the site consistent with applicable building and zoning laws and subdivision restrictions and architectural controls.

Within 30 days following such damage, the property owner may exercise the right of cancellation by giving written notice to the Dade Heritage Trust together with an affidavit of a general contractor licensed in Florida providing the current replacement cost for the subject building and stating that the replacement cost of the damaged or destroyed portion would exceed 50% of the cost of total replacement cost as of the date of such casualty. Failure to provide such notice shall constitute a waiver of the right to cancel.

The Dade Heritage Trust shall have 30 days following receipt of such notice, affidavit and any accompanying exhibits, to contest owner's damage assessment by written notice to the Owner accompanied by a demand for arbitration. Failure to provide such notice and demand shall constitute acceptance of the Owner's exercise of the right to cancel this Conservation Easement.

*a panel of <sup>three</sup> architects?*  
Binding Arbitration shall be by ~~AAA~~ AAA? 1 person? 3 persons?

Upon acceptance by the Dade Heritage Trust or a final arbitration ruling confirming the Owner's damage assessment and right of cancellation, the Dade Heritage Trust shall execute an appropriate cancellation of the Conservation Easement in recordable form.



340 Minorca Avenue, Suite #10  
Coral Gables, Florida 33134  
(305) 446-7799 - PHONE  
(305) 446-9275 - FAX  
[www.rjha.net](http://www.rjha.net)

### **FAX TRANSMITTAL**

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**Date:** 5/29/02

**Total Pages: 12**

**Sent to:** BECKY MATKOV

**Fax:** 305-358-1162

**Company:** DADE HERITAGE TRUST

**From:** RICHARD J. HEISENBOTTLE

**Re:** MIAMI HIGH SCHOOL BUNGALOW

**LETTER FROM LYNN LEWIS DATED MAY 17, 2002, REGARDING MIAMI HIGH SCHOOL BUNGALOW**

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**LYNN B. LEWIS**

A PROFESSIONAL ASSOCIATION

ATTORNEYS AT LAW

SUITE 200

1300 BRICKELL AVENUE

MIAMI, FLORIDA 33131

LYNN B. LEWIS

TELEPHONE 305-374-0140

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May 17, 2002

BY TELECOPY

305-446-9275

Dade Heritage Trust  
c/o Richard Helsenbottle, Board Member  
340 Minorca Avenue, Suite 10  
Coral Gables, Florida 33134

RE: Proposed Agreement Between the Allen Morris Company Subsidiary  
and Dade Heritage Trust for the Miami High School Bungalow

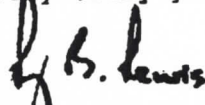
Dear Richard:

You should consider the enclosed draft of an Agreement to Transfer of Bungalow Building preliminary. It needs to be fleshed out as to the City's existing commitments and commitments that require future City Commission consideration and resolutions. It is, however, a place to start.

Please note that we are telecopying this draft Agreement to Dade Heritage Trust at the same time it is being sent to The Allen Morris Company. We must reserve for our client the right to make changes to both the form and substance of the agreement with Dade Heritage Trust.

Do you think that we should send this draft to Kelli DaSilva at the City? We look forward to your comments.

Very truly yours,



Lynn B. Lewis

LBL/sf

Enclosures

cc: 1000 Brickell, Ltd. (w/enclosure)

**DRAFT**

5/17/02

AGREEMENT FOR TRANSFER OF BUNGALOW BUILDING

THIS AGREEMENT FOR TRANSFER OF BUNGALOW BUILDING (this "Agreement") is made and entered in this \_\_\_\_\_, 2002 by and between 1000 Brickell, Ltd., a Florida limited partnership, the address of which is 1000 Brickell Avenue, Miami, Florida 33131 ("1000 Brickell") and Dade Heritage Trust, a Florida not-for-profit corporation, the address of which is 190 S.E. 12 Terrace, Miami, Florida 33131 ("DHT").

WHEREAS, 1000 Brickell is the owner of that certain parcel located in the City of Miami, Miami-Dade County, Florida, the street address of which is 79 S.W. 12 Street, Miami, Florida and which is legally described in Exhibit "A" hereto (the "Lot"), together with all improvements thereon;

WHEREAS, one of the improvements on the Lot is a one story wooden structure which is used, as of the date of this Agreement, as residential apartments;

WHEREAS, DHT is qualified, as of the date of this Agreement, as an organization which complies with Section 501 C3 (509A) of the Internal Revenue Code of the United States and regulations thereunder. As such, donations made to DHT are fully deductible against the income taxes payable by the donor;

WHEREAS, DHT, which has data about and expertise in identifying historic structures in Miami-Dade County, Florida, has determined that the one story wooden structure located on the Lot, as of the date of this Agreement, is the original structure that was Miami High School (the "Bungalow");

WHEREAS, DHT has agreed with the City of Miami, a municipal corporation in the State of Florida (the "City"), that DHT and the City will jointly undertake efforts to relocate the Bungalow off of the Lot, move it to a City-owned park and renovate and restore it;

✓ WHEREAS, the City, pursuant to Resolution No. \_\_\_\_\_ of the City Commission, has agreed to fund the sum of \$250,000 of City monies, partially to pay the costs of relocating, renovating and restoring the Bungalow;

WHEREAS, as of the date of this Agreement, the City Commission of the City has not formally acted to acquire title to Bungalow. Until a formal Resolution so agreeing is duly adopted by the City Commission of the City, after notice and at a public hearing all in accordance with the Code of the City of Miami, there can be no binding obligation upon the City;

WHEREAS, 1000 Brickell and DHT desire to confirm the agreements between them regarding the Bungalow, without further delay.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual agreements between the parties, 1000 Brickell and DHT agree as follows:

1. Recitals

The foregoing recitals are true and correct.

2. 1000 Brickell Transfer of the Bungalow to DHT

2.1 Subject to the conditions precedent contained in Sections, 3.3, 3.6 and 6.4 below, 1000 Brickell agrees to transfer to DHT title and possession to the Bungalow. Such transfer will be effected by a Bill of Sale, in customary form used in Miami-Dade County and without warranty except only that 1000 Brickell owns and holds title to the Bungalow and that such title is free of lien save only for the Leases, as hereinafter provided in Section 4 below. 1000 Brickell shall effect the transfer of title to the Bungalow to DHT not more than ten (10) days after the date 1000 Brickell receives DHT's written notice of the date the Bungalow will be removed from the Lot, as provided in Section 3.6 below.

2.2 1000 Brickell agrees to transfer title to the Bungalow to DHT and as a donation to DHT, in recognition of its purpose as a historic preservation and educational organization. 1000 Brickell agrees that DHT shall have no obligation to compensate 1000 Brickell for its transfer of title to the Bungalow to DHT.

2.3 DHT acknowledges that it has no rights, claims or entitlements, of any nature whatsoever whether real or personal, in and to the Lot, arising under this Agreement, or upon DHT's acquisition of title to the Bungalow, or otherwise. DHT, for itself and its officers and directors, waives any right or claim to the Lot, except solely the temporary license for the Bungalow physically to remain on the Lot as further provided in Section 2.5 hereof.

2.4 DHT acknowledges that 1000 Brickell has fully advised DHT that 1000 Brickell has entered into a contract to sell the Lot to a third party and that such contract provides that the closing of the transfer of title to the Lot may occur as early as May 31, 2002 and not later than August 1, 2002, unless further extended by 1000 Brickell. 1000 Brickell agrees to notify DHT of the occurrence of the closing and the transfer of title to the Lot. DHT acknowledges and agrees that, upon 1000 Brickell's transfer of title to the Lot: 1000 Brickell is contractually required to deliver possession of the Lot free of all possessory interests including, but not limited to, any possessory interest of DHT



regarding the Bungalow; and the successor titleholder to the Lot may require DHT immediately to remove the Bungalow off of the Lot.

2.5 For the additional sum of Ten and no hundredths (\$10) paid by DHT, 1000 Brickell grants DHT a temporary, non-exclusive license to maintain the Bungalow on the Lot, provided DHT duly and timely performs its obligations to maintain insurance as provided in Sections 3.2 and 3.3 hereof, and to prevent any nuisance from occurring on the Lot as provided in Section 3.4 hereof. The term of this temporary, non-exclusive license shall commence with the date 1000 Brickell transfers to DHT title to the Bungalow and shall end on the earlier to occur of: the date 1000 Brickell ceases to own the Lot; or May 20, 2003.

### 3. Agreements of DHT

3.1 DHT agrees to accept 1000 Brickell's transfer of title to the Bungalow, in accordance with §2.1 above.

3.2 At its sole expense, DHT agrees to obtain and maintain throughout the period that the Bungalow is located on the Lot the following insurance coverage (the "Insurance"), all written by insurance companies that have a minimum rating of AAA- in the latest edition of Best's Guide, and all naming 1000 Brickell, Ltd. and The Allen Morris Company as "Additional Insured's":

(a) Commercial Liability Insurance with minimum coverage of \$1,000,000 per single incident, \$2,000,000 for multiple occurrences and with a maximum deductible of \$5,000; and

(b) Casualty Insurance to cover the full replacement value of the Bungalow, as established in accordance with Section 7 hereof. ✓

3.3 DHT agrees to obtain the Insurance and to evidence to 1000 Brickell Certificates evidencing the Insurance together with paid receipts for the first year's premiums therefor. Such Certificates of Insurance and proof of the payment of the premium thereof shall be evidenced to 1000 Brickell not less than two (2) working days prior to, and as a condition precedent to, 1000 Brickell's transfer of title to the Bungalow to DHT.

3.4 For so long as the Bungalow remains on the Lot, DHT is responsible, at its sole expense, to assure that no nuisance occurs on the Lot. As used herein, the term "nuisance" means and refers to vagrancy, illegal dumping of trash, the presence of vermin, any illegal activities, the presence of graffiti and any other activity or condition that would tend to diminish the value of the Lot or that would or could subject the owner of the Lot to legal liability or fines.

3.5 DHT assumes all risk of loss including, but not limited to, casualty loss to the Bungalow as of the date of this Agreement.

3.6 Within thirty (30) days of the occurrence of the last to occur of both of the events described in Section 6.4 below, DHT agrees to remove or cause the removal of the Bungalow from the Lot. As soon as DHT obtains a firm date for the removal of the Bungalow from the Lot, DHT will notify 1000 Brickell, in writing, of such date.

#### 4. Existing Tenants Occupying the Bungalow

4.1 1000 Brickell and DHT acknowledge that the Bungalow is, as of the date hereof, occupied by persons who hold leases with 1000 Brickell, as landlord and which are more fully described in Exhibit "B" hereto (the "Leases"). At the time it transfer title to the Bungalow, as provided in §2.1 above, 1000 Brickell will assign all of the Leases to DHT, together with any security deposits which may be held by 1000 Brickell under the Leases. Such assignment will be made by a customary form of Assignment and Assumption of Leases, Rents and Security Deposits and without warranty by 1000 Brickell. DHT will agree to assume all Leases and, as of the date it accepts the transfer of title to the Bungalow, assume all rights and responsibilities of the Landlord under the Leases.

4.2 DHT acknowledges that 1000 Brickell has furnished DHT, prior to its execution of this Agreement, with copies of all Leases.

4.3 DHT acknowledges that 1000 Brickell has no obligation to, or agreement with, DHT that 1000 Brickell will take any action whatsoever regarding the Leases or the Tenants, subsequent to the date of this Agreement, except as provided in Section 4.4 below.

4.4 The parties agree to prorate all rental paid under the Leases, with 1000 Brickell being entitled to all rental accrued through 11:59 p.m. of the day prior to the date 1000 Brickell transfers title to the Bungalow and DHT being entitled to all accrued rental thereafter.

#### 5. AS IS Transfer

It is expressly acknowledged and agreed that, except as and to the extent expressly provided in this Agreement to the contrary: (a) 1000 Brickell makes no warranty or representation whatsoever as to the condition or suitability of the Bungalow for DHT's purposes including, without limitation, NO WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE OR RELATING TO THE ABSENCE OF LATENT OR OTHER DEFECTS, (b) 1000 Brickell makes no representation that the Bungalow was used as the original Miami High School structure; and (c) upon acceptance of the Bill of Sale for the Bungalow, DHT shall be conclusively deemed to have accepted the Bungalow in its "as is" condition. 1000 Brickell makes and



has made no warranty, express or implied, with regard to the accuracy of any oral information furnished to DHT, whether or not such oral statements are made by any broker or employee or agent of 1000 Brickell.

If DHT accepts 1000 Brickell's donation and transfer of the Bungalow in accordance with this Agreement, DHT shall acquire the Bungalow "as is". DHT expressly acknowledges that it has made or will make, prior to acceptance of the Bill of Sale, such examinations and inspections of the Bungalow as DHT deems advisable. Except as and to the extent expressly set forth in this Agreement, DHT agrees that neither 1000 Brickell nor any other person whomsoever has made any representations, express or implied, concerning the Bungalow, its condition, the use to which it may be put, or any other thing or matter directly or indirectly related thereto. If DHT elects to proceed to acquire title to the Bungalow, in accordance with the terms of this Agreement, DHT agrees to accept the Bungalow in its "as is" condition as of the date hereof without requiring 1000 Brickell to perform any action or incur any expense except as specifically provided herein. DHT HEREBY ACKNOWLEDGES THAT (i) 1000 BRICKELL HAS BEEN MATERIALLY INDUCED TO TRANSFER TITLE TO THE BUNGALOW BASED UPON DHT'S AGREEMENT AS AFORESTATED TO ACCEPT THE BUNGALOW IN ITS "AS IS" CONDITION AND WITH NO REPRESENTATIONS OR WARRANTIES EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH HEREIN AND (ii) BUT FOR DHT'S AGREEMENT AS AFORESTATED, 1000 BRICKELL WOULD NOT HAVE AGREED TO TRANSFER TITLE TO THE BUNGALOW. ACCORDINGLY, DHT RELEASES AND DISCHARGES 1000 BRICKELL FROM AND AGAINST ANY AND ALL CLAIMS RELATED TO THE BUNGALOW EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH HEREIN AND SUCH RELEASE AND DISCHARGE SHALL SURVIVE THE TRANSFER OF TITLE TO THE BUNGALOW AND BE OPERATIVE REGARDLESS OF ANY KNOWLEDGE OR LACK OF KNOWLEDGE OF DHT RELATING TO THE BUNGALOW. ✓

#### 6. Role of the City Regarding the Bungalow

6.1 The parties acknowledge that the desired ultimate use of the Bungalow is for public education purposes for the children of Miami and that the desired ultimate location of the Bungalow is at a City-owned and maintained park. DHT acknowledges that it would not be entering into this Agreement, and agreeing to perform hereunder, if such use and location were not committed by the City. 1000 Brickell acknowledges that it would not donate the Bungalow if such use and location were not committed by the City.

6.2 1000 Brickell and DHT further acknowledge that the City is not bound to acquire title to the Bungalow from DHT or to allow the Bungalow to be relocated to a City-owned park until action so agreeing is resolved by the City Commission of the City. 1000 Brickell and DHT further acknowledge that they have informed representatives of the City including, but not limited to, the Office of the City Manager, of the actions and agreements of 1000 Brickell and DHT and further that they



have provided the representatives of the City with a copy of this Agreement.

6.3 Because of the length of time and notice required to schedule an item for consideration by the City Commission, it is not possible for the City to join in this Agreement.

6.4 In order to effect the relocation, restoration and reuse of the Bungalow, as provided in Section 6.1 above, both of the following events, which are directed and controlled by the City, must occur:

(i) The City Commission of the City must adopt a Resolution agreeing to accept title to the Bungalow and to erect the Bungalow on City-owned parkland;

(ii) The City must sell bonds and receive, into a City-owned and controlled bank account, funds sufficient to relocate the Bungalow off of the Lot and to remove it to City-owned parkland.

6.5 The parties further acknowledge that the City Commission of the City may refuse to take, or may never consider taking, title to the Bungalow from DHT and moving it to a City-owned park. DHT assumes that risk and represents to 1000 Brickell, which is relying thereon in entering into this Agreement that, if the City fails to authorize or to pay for the relocation of the Bungalow off of the Lot for a relocation occurring not later than the earlier to occur of: the date 1000 Brickell ceases to own the Lot; or May 20, 2003, DHT has the financial resources and other resources to relocate the Bungalow off of the Lot. DHT agrees that it will complete such relocation of the Bungalow off of the Lot within 30 days of 1000 Brickell's demand for such a relocation, which demand will not be given until the earlier to occur of: thirty (30) days prior to the date 1000 Brickell is firmly scheduled to close on its sale of the Lot to a third party; or April 20, 2003.

6.6 DHT and 1000 Brickell acknowledge that City action to acquire the Bungalow and to relocate it off of the Lot is expressly not a condition precedent to DHT's obligations under this Agreement.

## 7. Valuation of the Bungalow

7.1 Prior to the conveyance of the Bungalow to DHT, the parties agree to obtain an independent, valuation of the Bungalow that will be prepared by a qualified third party that is not affiliated with either DHT or 1000 Brickell (the "Valuation"). DHT agrees to pay all costs to obtain such Valuation and to deliver a true, correct and complete copy of the Valuation to 1000 Brickell within 30 days of the date of this Agreement.

7.2 1000 Brickell shall have the right reasonably to approve the form and context of the Valuation. If 1000 Brickell objects to the Valuation, 1000 Brickell shall have the right, at its sole expense, to obtain a second valuation from a qualified professional that is not affiliated with either DHT or 1000 Brickell. If 1000 Brickell determines to obtain a second valuation of the Bungalow, it shall deliver a true, correct and complete copy thereof to DHT within 30 days of 1000 Brickell's receipt of the Valuation.

7.3 DHT and 1000 Brickell agree to use the higher of the two valuations of the Bungalow, as provided in Sections 7.1 and 7.2 above, to establish the amount of 1000 Brickell's donation to DHT.

#### 8. Miscellaneous

8.1 This Agreement reflects the entire agreement between 1000 Brickell and DHT regarding the Bungalow. This Agreement may not be modified except in a writing signed by both 1000 Brickell and DHT.

8.2 This Agreement is governed by Florida law.

8.3 In the event of any dispute between the parties under or arising out of this Agreement, the parties agree that solely the Circuit Court of the State of Florida sitting in Miami-Dade County shall have jurisdiction over such dispute.

8.4 In the event of a dispute wherein suit is brought, the prevailing party shall recover its reasonable attorneys' fees and costs from the non-prevailing party.

8.5 Any notice to be delivered to either party under this Agreement shall be in writing and delivered by hand or by commercial courier to the respective address set forth below:

If to 1000 Brickell:

1000 Brickell, Ltd.  
1000 Brickell Avenue, 12<sup>th</sup> Floor  
Miami, Florida 33131  
Attn: R. Larry Rentz

If to DHT:

Dade Heritage Trust  
190 S.E. 12 Terrace  
Miami, Florida 33131  
Attn: \_\_\_\_\_

Notice shall be effective upon its receipt.

8.6 Each of 1000 Brickell and DHT agrees to co-operate with each other in order to give effect to this Agreement and to execute such other documents and agreements as are reasonably required to give effect hereto.

8.7 DHT agrees to take commercially reasonable efforts, at its expense, to have the donation of title to the Bungalow, its relocation, restoration and reuse qualified as a Community Contribution Tax Credit program under §220.183, Florida Statutes (2001). At no expense to it, 1000 Brickell agrees to assist DHT to obtain such qualification.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

1000 Brickell, Ltd.

Witnesses:

By: Hammond Venture, Inc.,  
Its General Partner

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

DADE HERITAGE TRUST

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

C:\RE\Bungalowtransfer.agr



, EXHIBIT "A"

Lot \_\_\_, Block 86, CITY OF MIAMI SOUTH, according to the Plat thereof, recorded in Plat Book "B", at Page 41 of the Public Records of Miami-Dade County, Florida.

## EXHIBIT "B"

Leases of the Bungalow

<u>Tenant Name</u>	<u>Unit No.</u>	<u>Lease Date</u>	<u>Lease Term Ends</u>	<u>Security Deposit</u>
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1.

2.

3.

**NAME & ADDRESS**  
**Executive Committee**

**BUSINESS ADDRESS**

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**Name & Home Address****DHT Trustees**

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Cathy Coates  
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Miami, FL 33131

Elena V. Carpenter  
2575 S. Bayshore Dr. 6-B  
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Dolly MacIntyre  
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Donald W. Marx  
16325 SW 88 Ct.  
Miami, FL 33157

**Business Address**

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South Miami Times.  
2980 McFarlane Rd. #204  
Coconut Grove, FL 33133

Concord Office Bldg.  
66 West Flagler Street  
Miami, FL

The Ocean Club  
1221 Brickell Ave., Suite 1200  
Miami, FL 33131

Sunpost  
1888 Meridan Ave. Suite 200  
Miami Beach, FL 33139

Close-Up Productions

Registered Representative  
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**Contact Numbers**

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